THE HONOURABLE SRI JUSTICE V.ESWARAIAH

WRIT PETITION No:14850 of 2007

DATED:13-07-2007

BETWEEN:

Kamal Kishor Sarada.

..... PETITIONER

AND

The Managing Director,
A.P.State Warehousing Corporation,
Warehouse Sadan, Nampally,
Hyderabad & 3 others.

.....RESPONDENTS

ORDER:

Heard learned counsel appearing for the petitioner; learned Government Pleader for Social Welfare; and the learned counsel appearing for the respondents.

2. Petitioner seeks a writ of mandamus declaring the action of the respondents in directing the third parties to do the handling and transportation work at 4th respondent office though the contract period of the petitioner is still existing upto 01-09-2007 in pursuance of the proceedings issued by the 1st respondent vide No.SWC/B3/H&T/Extensions/2004-2006, dated 11-06-2007, as illegal, and arbitrary.

3. It is the case of the petitioner that pursuant to the tender notification, dated 30-10-2004, for handling and transportation work at State Warehousing Corporation (IG), Adilabad, i.e., to unload the foodgrains from the Railway Wagons and to transport the same to the State Warehousing godowns from railway station and to unload the foodgrain trucks with the help of labour and load the same, petitioner participated and became the successful tenderer and work was entrusted to him from 02-12-2004 for a period of two years and the said period of contract was expired by 01-12-2006. It is stated that as per the contract even after expiry of two years the period of the contract was extended for a period of six months and after expiry of six months another extension

was made by proceedings, dated 11-06-2007.

4. It is stated that even before the extension by way of general orders, dated 11-06-2007, petitioner made a representation, dated 16-05-2007, before the 1st respondent-Managing Director, A.P.State Warehousing Corporation stating that his contract period was also expired by

01-12-2006 as per the letter of the 1st respondent, dated 09-12-2004, and the said period was extended for a period of six months vide letter, dated 05-01-2007, and the extended period is also going to be expired on 01-06-2007 but the petitioner is not inclined to continue the said work due to the enhancement of rates in transportation and labour charges at goodshed and Warehouse godowns and accordingly petitioner informed that he is not in a position to continue the said work for the period of extension. It is stated that even after the extension, dated 11-06-2007, petitioner has not executed the work and therefore 4th respondent addressed a letter to the General Manager, A.P. State Warehousing Corporation, Hyderabad stating that the petitioner is not at all willing to continue the H & T work even after extension of the period of contract for a period of three months and accordingly requested to call for the tenders and finalize. It is further stated that pursuant to the said letter, dated 30-06-2007, tenders were called for the said work and in fact, the petitioner also participated in such tenders but he became the second lowest tenderer and the tender of the first lowest tenderer was also accepted and the said work was entrusted in favour of the successful tenderer by

proceedings, dated

04-07-2007.

5. In view of the aforesaid facts and circumstances, I am of the opinion that the question of permitting the petitioner to work during the period of the extended period upto

01-09-2007 does not arise. Petitioner has not approached this Court with clean hands and he has suppressed the fact of addressing a letter expressing his unwillingness to execute the work for the extended period and also about his non-execution of the work during the period of extended period and he turns round and makes a claim only when he became the second lowest tenderer. Therefore, the petitioner is not entitled for any relief in this Writ Petition.

6. Accordingly, the Writ Petition is dismissed with costs.

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V.ESWARAIAH,J

13th July, 2007.

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